

SUPPLEMENTAL/BID BULLETIN NO. 2

PROJECT : **Leased Armored Vehicle Services (25 Lots) under Project Identification No. LBP-GIBAC-ITB-GS-20241021-04**

IMPLEMENTOR : **Bids and Awards Committee for Goods and Infrastructure (GI-BAC)**

DATE : **January 14, 2025**

This Supplemental/Bid Bulletin is issued to modify, amend and/or clarify specific items in the Bidding Documents. It shall form an integral part of the Bidding Documents.

Modification, amendment and/or clarification:

1. The Terms of Reference (Annexes E-1 to E-30), Technical Specifications (Section VII) and Checklist of Bidding Documents (Item No. 12 of Technical Documents, Item Nos. 5, 6.3, 8, 10 and 11 of Other Documents to Support Compliance with Technical Specification) have been revised. Please see attached revised Annexes E-1 to E-30 and specific sections of the Bidding Documents.
2. Responses to Bidder's Queries/Clarifications per Annexes I-1 to I-4 of the Bidding Documents.


EMMANUEL G. HIO, JR.
Chairperson, GI-BAC

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	January 6, 2025
PROEJECT INDENTIFICATION NO.	ITB-GS-20241021-04
PROJECT NAME	Leased Armored Vehicle Services
PROPONENT UNIT/TECHNICAL WORKING GROUP	Security Department


ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK's RESPONSES
	Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to 50% of the ABC for the Project within the relevant period.	If a prospective bidder has an ongoing contract covering the period January 16, 2023 – January 15, 2026, would the submission of the completed portion of the said contract from January 16, 2023 to December 31, 2024 be deemed compliant to the requirement?	No. The whole duration of the contract must be completed to comply with the 50% SLCC requirement.
	Proof of existence of Auto Mechanic Service Center or a service agreement /partnership in a licensed Auto Mechanic Service Center/Repair Shop per Group	What proof or form of document is acceptable under the following set ups? a. Existing business partnerships of prospective bidder with the service shops are not covered by service agreements but merely trust-based arrangement or gentlemen's agreement? b. Service Provider has its own shops and mechanics in other areas of deployment.	The PROCURING ENTITY recommends to formalize in writing the existing gentlemen's agreement duly signed by both parties and notarized, enumerating the name of service center/s, address/es and contact numbers including the list of names of mechanics. If the LAVS PROVIDER has its own Motor Pool/Auto Mechanic Service Center, provide the list of name/s of mechanics, address/es and contact numbers.
	Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)		

ANNEX I-1


	<p>Item No. 10: Confidentiality agreement to ensure confidentiality of information.</p> <p>Item No. 11: Certificate of compliance with industry standards, e.g. ISO/PCIDSS certification.</p>	<p>Is there a standard form to be issued by LANDBANK?</p> <p>Armored Vehicle Service Providers are members of the Armored Security Association of the Philippines (ASAP), which is recognized by the Philippine National Police. For a prospective bidder with no other affiliation but ASAP, would a certificate of Good Standing issued by ASAP in favor of the prospective bidder satisfy the requirement?</p>	<p>Yes. The Non-Disclosure Agreement Form shall be used. (Attached)</p> <p>Certificate of Good Standing issued by ASAP and License to Operate issued by PNP-SOSIA shall satisfy the requirement.</p>
	<p>Annex E Page 12, Item No. 5: ..." the penalties shall be collected by the field unit where the guard is assigned against the billing of the LAVS PROVIDER for the succeeding months after the discovery of the defect/s.</p>	<p>A reconciliation between LAVS PROVIDER and the Field Unit is recommended prior to deduction of penalties.</p>	<p>Revised the TOR as follows: ...LAVS PROVIDER for the succeeding months after the acknowledgment by the PROCURING ENTITY of the defect/s has been rectified.</p> <p>Reconciliation process happens during the acknowledgment of the PROCURING ENTITY, wherein the defects noted are duly rectified.</p>
	<p>D. 1. Armored Vehicle Technical Specifications.</p>	<p>The engine of the armored vehicle unit/s to be supplied by the LAVS PROVIDER shall not be more than five (5) years old or shall have been overhauled within five (5) years inclusive of the term of the contract.</p> <p>Overhauled engine shall be limited to a maximum five years of age.</p> <p>To ensure the reliability of the unit. More than ever, the reputation of the bank shall be the first and foremost concern to ensure client's satisfaction rather than the penalty</p> <p>Certification from the Land Transportation Office (LTO) for the engine; or A duly notarized</p>	<p>The PROCURING ENTITY does not limit the age of armored vehicle as long as it is roadworthy and registered with the Land Transportation Office (LTO).</p> <p>The PROCURING ENTITY retains all the provisions in D.1 of the Terms of Reference (TOR).</p>

	<p>certification from the LAVS PROVIDER that the vehicles are overhauled and roadworthy.</p> <p>Limit the authorized certification coming from LTO ONLY.</p> <p>To ensure that the unit has been thoroughly examined and engines are within 5 years, be it overhauled or not. To ensure that the performance of the unit/s will not compromise the reputation of the bank to its clients and minimize downtime. Service Excellence is mostly the expectation of the clients</p>	
<p>17. The LAVS PROVIDER expressly agrees to pay the PROCURING ENTITY a fine in the amount as specified below, for every armored vehicle breakdown (mechanical or electrical or air-con malfunction) during the term of the contract:</p> <p>1st Offense - P2,000 2nd Offense - P4,000 3rd Offense -P6,000 4th Offense and above - P8,000</p>	<p>Once the fourth offense has been consummated using the existing unit. The service provider may opt to replace the unit, however, the penalty shall be back to zero. Changing the unit entails costs for the service provider just to ensure reliability of the assigned unit.</p>	<p>Replacing the frequently breaking unit with a new one will not reset the penalty back to zero.</p>
	<p>May we know the effectivity of the deployments for the stated 1-25 lots? This is to prepare the units that would be awarded to the service provider and the timeline would be clear for the deployment.</p>	<p>The deployment dates for each lots are indicated in the schedule provided. (attached)</p> <p>Further detailed schedule shall be provided prior assumption of contract.</p>


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Approved by:


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Head, Security Department

ANNEX I-3

RESPONSES TO BIDDER'S QUERIES AND/OR SUGGESTIONS

DATE	January 14, 2025
PROEJECT INDENTIFICATION NO.	ITB-GS-20241021-04
PROJECT NAME	Leased Armored Vehicle Services
PROPONENT UNIT/TECHNICAL WORKING GROUP	Security Department

ITEM NO.	PORTION OF BIDDING DOCUMENTS	QUERIES AND/OR SUGGESTIONS	LANDBANK'S RESPONSES
		Are there special requirements for a case of a joint venture, with one party providing Philgeps and other requirements and another party providing armored security services LTO from SOSIA and the required proofs of experience?	Each partner of the joint venture agreement shall submit its legal eligibility documents (Valid PhilGEPS Registration Certificate (Platinum Membership). Meanwhile, the submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible for submitting the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
	<p>D. Project/Services Requirement</p> <p>1. Armored Vehicle Technical Specifications</p> <p> b. Other Technical Specifications</p> <ul style="list-style-type: none"> • Amphibian/Diamond shape/Flat nose body type armored vehicle 	Are we allowed to modify the vehicle's technical specification of amphibian/diamond shape body type to avoid possibly infringing on the patent of another LAVS provider?	<p>No. The LAVS PROVIDER is not permitted to modify the armored vehicle's technical specifications.</p> <p>Only the following types of armored vehicle are allowed:</p> <ul style="list-style-type: none"> • Amphibian shape • Diamond shape • Flat nose

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ANNEX I-4

Technical Specifications

Specification			Statement of Compliance	
			<p>Bidders must signify their compliance to the Technical Specifications/Terms of Reference by stating below either "Comply" or "Not Comply"</p> <p>Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>	
Leased Armored Vehicle Services				
Lot No.	Branches Group	Quantity	Lot No.	Please state here either "Comply" or "Not Comply"
1	NNCRBG	29	1	
2	CNCRBG	29	2	
3	SNCRBG	26	3	
4	NWLBG – Cluster A	14	4	
5	NWLBG – Cluster B	19	5	
6	NELBG – Cluster A	13	6	
7	NELBG – Cluster B	17	7	
8	CLBG – Cluster A	17	8	
9	CLBG – Cluster B	19	9	
10	SWLBG – Cluster A	19	10	
11	SWLBG – Cluster B	26	11	
12	SELBG	28	12	

Lot No.	Branches Group	Quantity	Lot No.	Please state here either "Comply" or "Not Comply"
13	BBG	22	13	
14	CVBG – Cluster A	7	14	
15	CVBG – Cluster B	29	15	
16	EVBG – Cluster A	15	16	
17	EVBG – Cluster B	11	17	
18	WVBG – Cluster A	19	18	
19	WVBG – Cluster B	12	19	
20	WMBG – Cluster A	22	20	
21	WMBG – Cluster B	14	21	
22	NMBG – Cluster A	21	22	
23	NMBG – Cluster B	12	23	
24	SMBG – Cluster A	22	24	
25	SMBG – Cluster B	19	25	
	Total	481		

Notes (Applicable to all lots):

1. Scope of work and other requirements per attached revised Terms of Reference (Annexes E1 to E30).

2. The documentary requirements enumerated in item D.3 Leased Armored Vehicle Service Provider Qualification of the revised Terms of Reference (Annexes E5 to E7) shall be submitted in support of the compliance of the Bid to the Technical Specifications and other requirements.

Non-submission of the above mentioned documents/requirements may result in bidder's post-disqualification.

Conforme:

 Registered Business Name

 Signature over Printed Name of
 Authorized Representative

 Position Title

Checklist of Bidding Documents for Procurement of Goods and Services

The documents for each component should be arranged as per this Checklist. Kindly provide guides or dividers with appropriate labels.

Eligibility and Technical Components (PDF File)

- The Eligibility and Technical Component shall contain documents sequentially arranged as follows:
 - Eligibility Documents – Class “A”

Legal Eligibility Documents

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages).

Technical Eligibility Documents

2. Duly notarized Secretary's Certificate attesting that the signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding, if the prospective bidder is a corporation, partnership, cooperative, or joint venture or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. (sample form - Form No. 7).
3. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, within the last five (5) years from the date of submission and receipt of bids. The statement shall include all information required in the sample form (Form No. 3).
4. Statement of the prospective bidder identifying its Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the Bidding Documents. The statement shall include all information required in the sample form (Form No. 4).

Financial Eligibility Documents

5. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

6. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) following the sample form (Form No. 5), or in the case of Procurement of Goods, a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
- o Eligibility Documents – Class "B"
7. Duly signed valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit its legal eligibility documents. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance, provided, that the partner responsible to submit the NFCC shall likewise submit the statement of all its ongoing contracts and Audited Financial Statements.
 8. For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos, Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
 9. Certification from the DTI if the Bidder claims preference as a Domestic Bidder, if applicable.
- o Technical Documents
10. Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 11. Section VI – Schedule of Requirements with signature of bidder's authorized representative.
 - 12. Revised Section VII – Specifications with response on compliance and signature of bidder's authorized representative.**
 13. Duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).

Note: During the opening of the first bid envelopes (Eligibility and Technical Components) only the above documents will be checked by the BAC if they are all present using a non-discretionary "pass/fail" criterion to determine each bidder's compliance with the documents required to be submitted for eligibility and the technical requirements.

- Other Documents to Support Compliance with Technical Specifications [must be submitted inside the first bid envelope (Eligibility and Technical Components)]
 1. Copy of at least one (1) completed or existing contract, purchase orders or other related documents showing at least five (5) years' experience providing armored vehicle services to a commercial bank operating in the Philippines within the period of calendar years 2020 to 2024.
 2. At least one (1) Certificate of Satisfactory Performance issued by a commercial bank in the Philippines. If with on-going or completed contract with LANDBANK, a Certificate of Satisfactory Performance issued by the LBP-Security Department shall be provided (Date of issuance for certificates shall not be earlier than six (6) months prior to the opening of bids).
 3. Bureau of Internal Revenue (BIR) Certificate of Registration.
 4. Proof of existence of Auto Mechanic Service Center or a service agreement/partnership in a licensed Auto Mechanic Service Center/Repair Shop per Group.
 5. **Omnibus Sworn Statement (sample form – Form No. 6) executed by the bidder or its duly authorized representative indicating the following:**
 - 5.1 Has NO derogatory record, record of conviction or pending legal case in proper court.
 - 5.2 Has NO adverse credit findings or no history of past-due loans with any lending institutions.
 - 5.3 No adverse feedback on the company, owners, BOD and key officers.
 - 5.4 Consent for the conduct of information verification by the Bank.
 6. Copy of the following documents showing that the bidder is engaged in the business for at least three (3) years as of date of opening of bid.
 - 6.1 Company Profile;
 - 6.2 Latest General Information Sheet;
 - 6.3 Mayor's/Business Permit;**
 - 6.4 Certificate of Registration from SEC/DTI/CDA;
 - 6.5 Articles of Incorporation and By-laws, including Amendments;
 - 6.6 Accreditation/Certificate, such as:
 - 6.6.1 Armored Security Services License to Operate issued by PNP-SOSIA.

Note: If there is a pending application for the renewal of License to Operate all of the following documents must be submitted:

- 6.6.1 Latest certified true copy of PNP-SOSIA.
- 6.6.2 One (1) certified true copy of existing/ongoing armored vehicle services contract with other commercial Banks aside from LANDBANK – as proof of continuous business services.

7. BIR Filed/Audited Financial Statements for the last three (3) years.
 8. **Performance Assessment Report with passed status, issued by LANDBANK Security Department, if with existing contract with the bank.**
 9. Any document/report/certification on the availability of contingency measures/ Business Continuity Plans and Procedures.
 10. **Confidentiality agreement to ensure confidentiality of information (sample form – Exhibit 2 of Terms of Reference).**
 11. **Certificate of compliance with industry standards, e.g. Certificate of Good Standing Issued by ASAP/PNP-SOSIA/ISO)**
- o Post-Qualification Documents/Requirements – [The bidder may submit the following documents/requirements within five (5) calendar days after receipt of Notice of Post-Qualification]:
1. Business Tax Returns per Revenue Regulations 3-2005 (BIR No.2550 Q) VAT or Percentage Tax Returns for the last two (2) quarters filed manually or through EFPS.
 2. Latest Income Tax Return filed manually or through EFPS.
 3. Original copy of Bid Security (if in the form of a Surety Bond, submit also a certification issued by the Insurance Commission).
 4. Original copy of duly notarized Omnibus Sworn Statement (OSS) (sample form - Form No.6).
 5. Duly notarized Secretary's Certificate designating the authorized signatory in the Contract Agreement if the same is other than the bidder's authorized signatory in the bidding (sample form – Form No. 7).

Financial Component (PDF File)

- The Financial Component shall contain the documents sequentially arranged as follows:
 1. Duly filled out Bid Form signed by the bidder's authorized representative (sample form - Form No.1).
 2. Duly filled out Schedule of Prices signed by the bidder's authorized representative (sample form - Form No.2).

3. Duly filled out Breakdown of Bids signed by the Bidder's authorized representative (Annexes G1 to G6).

Note: The forms attached to the Bidding Documents may be reproduced or reformatted provided the information required in the original forms and other requirements like signatures, if applicable, are complied with in the submittal.

CLASS D

TERMS OF REFERENCE

A. Name and Description of the Project

Name : Leased Armored Vehicle Services (LAVS) for LANDBANK Branches, Cash Centers, Sub-COUs and Cash Operations Units (COUs).

Description : Deployment of Armored Vehicles and Escort Guards for the cash transport operations of LANDBANK Branches, Cash Centers, Sub-COUs and Cash Operations Units (COUs).

Lot No.	Branches Group	Estimated No. of LAVS	Lot No.	Branches Group	Estimated No. of LAVS
1	NNCRBG	29	14	CVBG-Cluster A	7
2	CNCRBG	29	15	CVBG-Cluster B	29
3	SNCRBG	26	16	EVBG-Cluster A	15
4	NWLBG-Cluster A	14	17	EVBG-Cluster B	11
5	NWLBG-Cluster B	19	18	WVBG-Cluster A	19
6	NELBG-Cluster A	13	19	WVBG-Cluster B	12
7	NELBG-Cluster B	17	20	WMBG-Cluster A	22
8	CLBG-Cluster A	17	21	WMBG-Cluster B	14
9	CLBG-Cluster B	19	22	NMBG-Cluster A	21
10	SWLBG-Cluster A	19	23	NMBG-Cluster B	12
11	SWLBG-Cluster B	26	24	SMBG-Cluster A	22
12	SELBG	28	25	SMBG-Cluster B	19
13	BBG	22		TOTAL	481

Table 1: Estimated Number of LAVS Allocation per Lot

B. Contract Duration

1. That the LAVS PROVIDER shall undertake to execute the contract with the PROCURING ENTITY upon receipt of Notice to Proceed (NTP) and Advice from LANDBANK Security Department, per office, and shall end two (2) years after or upon full utilization of the contract price, whichever comes first.

C. Objectives

1. To ensure that the cash transfer/pick-up operations of the LANDBANK's Branches, Cash Centers and Cash Operations Units (COUs) are serviced by armored vehicles and security escorts.
2. Bank's compliance with the Bangko Sentral ng Pilipinas (BSP) Circular No. 620 Series of 2008 Revised Rules and Regulations on Bank Protection under the Manual of Regulations for Banks (MORB) Section 147-Bank Protection.

D. Project/Services Requirement

1. Armored Vehicle Technical Specifications

a. Armored Vehicle Engine Specification	
Qualification	Document Requirements
<ul style="list-style-type: none"> The engine of the armored vehicle unit/s to be supplied by the LAVS PROVIDER shall not be more than five (5) years old or shall have been overhauled within the last five (5) years prior to the effectivity of the contract, and shall be overhauled five (5) years after previous overhauling. 	<ul style="list-style-type: none"> Certificate of Registration from the Land Transportation Office (LTO) for the engine; or A duly notarized certification from the LAVS PROVIDER that the vehicles are overhauled and roadworthy stating the date of overhauling. <p><i>(Submission of documents within seven (7) Calendar Days upon receipt of Notice to Proceed (NTP) and Advice from LANDBANK Security Department)</i></p>
b. Other Technical Specifications	
<ul style="list-style-type: none"> The body must be resistant to multiple impact rifle shots of 5.56 mm rifle, 7.62 mm rifle and Cal. 30 rifle, respectively. Amphibian/Diamond shape/Flat nose body type armored vehicle. Equipped with a vault which can accommodate at least six (6) fully loaded 14"x14"x24" duffle bags. Equipped with a chute, unless otherwise specified; Has a Partition/Barrier between front seats and vault area Cushioned armored car interior Equipped with at least 2MP resolution cameras with at least 5-day storage capacity composed of the following: <ol style="list-style-type: none"> one (1) rear view camera; one (1) dashboard camera; and one (1) security camera covering the vault area. one (1) security camera covering the driver and front row passenger seat. <p><i>ANNEX A for the required minimum technical specifications of CCTV System</i></p> <p><i>ANNEX B for the Use and maintenance of the cameras, as well as the handling of footages shall be in accordance with the prescribed duties and responsibilities.</i></p>	
<ul style="list-style-type: none"> With handle bar which shall be placed inside the armored car rear door jamb Has dual air-con ventilation system for front and rear passengers With First-aid kit and basic mechanical tools Installed with Captain's Chair with seat belt (for the teller); Equipped with Fire extinguisher; and Has a step board with rubber pads 	

- Violation for the above cited requirements is subject for penalty amounting to Five Hundred Pesos (PHP 500.00) of each violation per day.

2. Escort Guard Qualifications

- a. The armored vehicle units to be provided by the LAVS PROVIDER shall be accompanied with a complement of qualified, highly efficient, highly trained, well-disciplined and duly licensed security personnel as follows:
 - i. 6-Wheeler Three-Crew: one (1) driver escort guard, one (1) team leader escort guard and one (1) escort guard;
 - ii. Should the armored vehicle driver become incapacitated during fund transfer operations /while in transit because of emergency situations, a crew member shall be able to drive the vehicle to the nearest hospital /police station/ LBP Branch or unit (considering the vehicle is still drivable and there are no immediately available ambulance or back-up vehicle).
- b. The driver and escort guards to be deployed shall have passed the screening and interview by the LAVS PROVIDER as supervised and witnessed by the PROCURING ENTITY. The following qualifications are required prior posting:
 - i. At least high school graduate;
 - ii. Physically and mentally fit;
 - iii. Must be a licensed security guard;
 - iv. With Professional Driver's License [Restriction #3 or equivalent] (for driver, team leader/escort guard);
 - v. At least 21 years old;
 - vi. At least 5'1" in height;
 - vii. Weight within normal range as indicated in the Body Mass Index (BMI);
 - viii. Guards who are related to an employee of the PROCURING ENTITY up to the third (3rd) degree of affinity or consanguinity shall not be assigned /posted together at the same Branch /Field Unit /Installation;
 - ix. Had undergone training on escorting and proficiency firing;
 - x. With Personal History Statement (PHS). This includes, whole body in complete security guard uniform and family pictures; and, local & national clearances all in electronic copy (e-copy) preferably MS-Excel File to be submitted to the PROCURING ENTITY thru the Security Department;
 - xi. Had undergone Background Investigation by the LAVS PROVIDER;
 - Background/Life style check should be conducted every six (6) months and the electronic copy (e-copy) preferably PDF File of the report shall be submitted to LBP-SD Head.

- xii. Of good moral character and pleasing personality;
 - xiii. With security guard /police /military experience;
 - xiv. The Escort Guard Team Leader should have at least 1-year experience in armored vehicle escorting; and,
 - xv. Passed the Comprehensive Bank and Armored Security Training Course (CBASTRAC) conducted by the Bank Security Management Association of the Philippines (BSMAP) or any authorized training centers and other related trainings required by the PROCURING ENTITY such as but not limited to First-aid Training, Rescue and Emergency Training, Bomb Identification Seminar, Crowd Control, VIP Protection etc. In case of insufficient CBASTRAC trained escort guards, the LAVS PROVIDER may dispatch escort guards without CBASTRAC training provided that the Team Leader of each armored car unit should be CBASTRAC trained who shall ensure that the escort guards without CBASTRAC training are coached while awaiting training. Provided further that dispatched escort guards without CBASTRAC training shall attend the training within 90-days from the date of actual posting and submit to the PROCURING ENTITY the corresponding training certificates thereafter;
- c. Escort Guards shall be in their distinctive uniform at all times while in the performance of duty. If any service or phase of service by the LAVS PROVIDER is not performed to the satisfaction of the PROCURING ENTITY, the LAVS PROVIDER shall immediately institute measures upon receipt of notice to address the deficiency or any other problem including, but not limited to, change of equipment and/or personnel.
- d. The LAVS PROVIDER shall also conduct the following:
- i. Background or Life style check to all armored car crew every six (6) months. The report shall be submitted in electronic copy (e-copy) preferably PDF File format to the PROCURING ENTITY's Head of the Security Department;
 - ii. Armored car crew security assembly or rank inspection to be supervised by the PROCURING ENTITY as deemed necessary.
 - iii. Annual and surprise or random drug test to armored vehicle crew upon request of the PROCURING ENTITY. Said activity shall be facilitated by an authorized /accredited drug testing center/s. Scanned copies of its duly validated results shall be submitted to the PROCURING ENTITY within fifteen (15) working days after the conduct of the drug test.
- e. The driver and escort guards to be deployed must perform their duties and responsibilities satisfactorily and must not engage in any actions that could harm the interests of the PROCURING ENTITY.

3. LAVS PROVIDER Qualification

Qualifications	Document Requirement
The LAVS PROVIDER shall have at least five (5) years of experience providing armored vehicle services to a commercial bank operating in the Philippines within the period of calendar years 2020 to 2024.	<ul style="list-style-type: none"> • Copies of at least one (1) completed or existing contracts, purchase orders or other related documents.
The LAVS PROVIDER must be Satisfactorily rated by their previous or existing clients.	<p>For NEW LAVS PROVIDER without existing contract with the PROCURING ENTITY, they shall provide at least one (1) Certificate of Satisfactory Performance issued by a commercial bank in the Philippines.</p> <p>For EXISTING LAVS PROVIDER with ongoing or completed contract with the PROCURING ENTITY, they shall provide a Certificate of Satisfactory Performance issued by the LBP-Security Department.</p> <p>Date of issuance of the above-mentioned certificates shall not be earlier than six (6) months prior to the opening of bids.</p>
The LAVS PROVIDER shall be compliant with the documentary requirement set by the government to operate security agency.	<ul style="list-style-type: none"> • Bureau of Internal Revenue (BIR) Certificate of Registration;
The LAVS PROVIDER shall have an Auto Mechanic Service Center or Motor Pool (with a competent Auto Mechanic). Service agreement/partnership in a licensed Auto Mechanic Service Center/ Repair Shop per Group.	<ul style="list-style-type: none"> • The LAVS PROVIDER shall provide proof of existence of Auto Mechanic Service Center or a service agreement/partnership in a licensed Auto Mechanic Service Center/Repair Shop.
In compliance with BSP Circular 1137, S. 2022- Amendments to Regulations on Outsourcing and IT Risk Management, the LAVS PROVIDER shall provide the PROCURING ENTITY the following documentary requirements: <ul style="list-style-type: none"> • Has NO derogatory record, record of conviction or 	

<p>pending legal case in proper court</p> <ul style="list-style-type: none"> • Has NO adverse credit findings or no history of past-due loans with any lending institutions • NO adverse feedback on the company, owners, BOD and key officers 	<ul style="list-style-type: none"> • Omnibus Sworn Statement executed by the bidder or its duly authorized representative, including the consent for the conduct of information verification by the Bank
<ul style="list-style-type: none"> • Engaged in the business/field for at least 3 years as of date of opening of quotation/bid • Maintain professional and technical staff with employment retention period of at least 3 years • Identify conflict of interest and related party 	<ul style="list-style-type: none"> • Company Profile • Latest General Information Sheet (GIS) • Mayor's Business Permit, Registration Certificate from SEC/DTI/CDA • Articles of Incorporation and By Laws, including amendments • Accreditation/Certification, such as: Armored Security Services License to Operate issued by PNP-SOSIA. <p>Note: If the LAVS PROVIDER has a pending application for the renewal of License to Operate, all of the following documents must be submitted to the PROCURING ENTITY:</p> <ol style="list-style-type: none"> a. Latest certified true copy of License to Operate from PNP-SOSIA b. One (1) certified true copy of existing / ongoing armored vehicle services contract with other commercial Banks aside from the PROCURING ENTITY – as proof of continuous business services.

<ul style="list-style-type: none"> • Must have positive income for at least 2 years • With current ratio (Current Assets over Current Liabilities) of 1:1 • With Debt/Equity Ratio (Liabilities over Equity) of 80:20 • With positive Networth (Total Assets less Total Liabilities) or • Net Financial Contracting Capacity Computation (NFCC) in RA 9184 	<ul style="list-style-type: none"> • BIR filed/Audited Financial Statements (last 3 years)
<ul style="list-style-type: none"> • Passed the performance assessment, if with existing contract with the Bank • Must have disaster recovery/contingency plans and procedures • Must have well-defined security policies and procedures to ensure confidentiality of information • Compliant with the standards and policies by the regulatory bodies 	<ul style="list-style-type: none"> • Performance assessment report • Document/Report/Certification on the availability of contingency measures/business continuity plan • Confidentiality agreement to ensure confidentiality of information • Certificate of compliance with industry standards (e.g. Certificate of Good Standing Issued by ASAP/ PNP-SOSIA / ISO)

- The LAVS PROVIDER, at its own expense, shall provide their driver and escort guards of the following:
 - a. Uniforms which are distinct from that of other premises security guards;
 - b. Identification cards;
 - c. Duly licensed firearms issued in the name of the LAVS PROVIDER and sufficient ammunitions, as follows:
 - c.1 For Driver/Escort Guard: Reputable brand of .38 cal. rev. with 12 rounds of ammunitions or 9mm pistol with 21 rounds of ammunitions in three (3) magazines;

c.2 For Team Leader/Escort Guard: M-16 Rifle with 90 rounds of ammunition in 3 magazines. AK47 rifle is acceptable for as long as the hullet is 5.56 mm. (with corresponding accessories such as magazine/ammo pouches and holsters/slings for firearms) which shall be subject to rules and regulations of the Philippine National Police or other proper authorities governing the use of such firearms/weapons ammunitions.

NOTE: In view of PNP-Civil Security Group's (PNP-CSG) memorandum instructing all security agencies to turn over their high-powered firearms to the PNP-Supervisory Office for Security and Investigation Agencies (PNP-SOSIA) for safekeeping, the PROCURING ENTITY, allows the temporary deployment of one (1) shotgun of make acceptable to the PROCURING ENTITY with twenty-four (24) cartridges of ammunitions for each team leader and escort guards while M-16 rifles are forbidden. The above Item No.c.2 shall take effect and be implemented by the LAVS PROVIDER once the PNP directive is lifted.

- d. Level III-A Armor Vest with at least Level III 10" x 12" plate (for Team Leader/Escort Guards);
 - e. Steel Helmet (for Team Leader/Escort Guards); and,
 - f. Other devices and equipment as may be demanded by the PROCURING ENTITY for the efficient and effective safeguarding of the properties and implementation of security services.
- The LAVS PROVIDER shall conduct annual firearms proficiency training for the escort guards assigned at the PROCURING ENTITY using the LAVS PROVIDER issued firearms. The LAVS PROVIDER shall then submit the results of the training as well as the certificates issued by the training entity as proof of completion from the training to form part of the validation process conducted by the PROCURING ENTITY.
 - Fuel and lubricants, repair and maintenance of the vehicle, including replacement of parts, shall be for the account of the LAVS PROVIDER. Further, there must be an accredited or partner automotive repair shop for maintenance purposes in areas where the operation is being taken place.
 - The LAVS PROVIDER shall warrant that, during the term of the Agreement, the armored vehicles assigned to the PROCURING ENTITY are owned or leased by the LAVS PROVIDER, in good running condition, free from any mechanical defect, and equipped with the necessary tools and equipment for use during repairs in case of breakdowns and emergencies.
 - The LAVS PROVIDER shall warrant that the crew members of the armored vehicles possess all the qualifications necessary for them to render efficient and effective services required under the terms of the Agreement.

E. Delivery Schedule

1. The LAVS PROVIDER shall provide armored vehicle units within thirty (30) calendar days after receipt of a notice in the event that the PROCURING ENTITY necessitates deployment of additional armored vehicle units in the LANDBANK units being served. The rate shall be the same as the bid rate.
2. The LAVS PROVIDER shall have at least one (1) Supervisor or Coordinator per group of the PROCURING ENTITY to immediately address all concerns of the PROCURING ENTITY pertaining to the performance of its armored services. Escort guards may be assigned /designated by the LAVS PROVIDER as Supervisor/Coordinator per group of the PROCURING ENTITY.
3. The LAVS PROVIDER, upon deployment, may initially provide the PROCURING ENTITY with a scanned copy in electronic copy (e-copy) preferably PDF file the Land Transportation Office (LTO) registration of the armored vehicles as proof that the vehicles passed the smoke emission testing. Within one month after deployment and/or after renewal of the registration, a copy of the result of smoke emission test issued by an LTO-accredited smoke emission testing center shall be submitted.
4. To ensure continuity and efficiency of the service, any malfunctioning armored vehicle must be immediately replaced by the LAVS PROVIDER with a different armored vehicle in good running condition. Response time in case of breakdown is within thirty (30) minutes for vehicles servicing National Capital Region (NCR), Metro Cebu, and Metro Davao within a reasonable period of time (to be agreed upon by the LAVS PROVIDER and the PROCURING ENTITY) if in the provinces/other cities and municipalities.
5. Within seven (7) working days before the assumption of the contract, the LAVS PROVIDER shall provide the PROCURING ENTITY an electronic copy (e-copy) preferably MS-Excel File of the following:
 - a. List of escort guard drivers and escort guards and the corresponding Field Unit where they will be assigned.
 - b. Firearms deployment complete with the corresponding documents, i.e., licenses of the firearms issued to the LAVS PROVIDER; and
 - c. The appropriate and corresponding documentary requirements/clearances, i.e., identification cards, NBI/PNP clearances, medical certificate, drug test results, and neuro-psychiatric clearance attesting to the guard's physical /mental fitness.

F. Payment Terms

1. Pursuant to Malacañang Executive Order No. 170 (Re: Adoption of Digital Payments for Government Disbursements and Collections) issued on May 12, 2022, directing all Government agencies to utilize safe and efficient digital disbursement in the payment of goods, services and other disbursements, all payments for this Contract shall be through direct credit to the LAVS PROVIDER's deposit account with LANDBANK. Thus, the LAVS PROVIDER shall maintain a deposit account with

- any LANDBANK Branch where the proceeds of its billing under this contract shall be credited.
2. The LAVS PROVIDER shall be paid within sixty (60) calendar days after submission of sales invoice or claim and all pertinent requirement of the LBP- Accounting Center concerned.
 3. For and in consideration of the services of the LAVS PROVIDER, the PROCURING ENTITY will pay the LAVS PROVIDER the agreed monthly contract price (bid price), inclusive of VAT.
 4. The amount due shall be settled monthly and paid, after receipt of the Statement of Account, by the Branch/Unit of the PROCURING ENTITY concerned, subject to withholding tax as required by law via direct credit to LAVS PROVIDER deposit account maintained with any LBP Branch.
 5. It is clearly understood that the 13th month pay, holiday premiums, incentive leave pay, SSS, and Philhealth contributions for the crew assigned to the armored vehicles are for the sole account of the LAVS PROVIDER.
 6. The LAVS PROVIDER shall submit to the PROCURING ENTITY a quarterly certification of remittance of crew's contributions to the SSS, Pag-ibig and Philhealth.
 7. Cash transfer (pick-up/delivery) services requiring special arrangements by the PROCURING ENTITY shall be covered by separate billings to be mutually pre-agreed between the PROCURING ENTITY and the LAVS PROVIDER. The PROCURING ENTITY reserves the right to increase or reduce, at a given notice, the scope of the services to be rendered by the LAVS PROVIDER.
 8. In case a new law or regulation is promulgated or enacted increasing the Minimum Wage, Workmen's Compensation and Allowances of workers including security guards, the rate shall be adjusted in accordance with the new wage order.
 9. The respective end users (COU/Sub-COU & Cash Center) shall approve the overtime claims of LAVS PROVIDER. Use by the PROCURING ENTITIY of armored vehicle with the required manpower complement beyond the regular (8) hours of operation shall be billed by the LAVS PROVIDER using the following formula:

$$\text{Excess Usage Rate Per Hour} = \frac{\text{Monthly Contract Price}}{(20.60 \times 8 \text{ hours})} \times 130\%$$
 10. Should there be a need to accommodate the increased demand for Cash Transfer Services during peak seasons or as deemed necessary by the PROCURING ENTITY's Branch / COU or Cash Center, deployment of temporary "On Call" additional armored vehicle/s with manpower complement shall be requested via email or letter at least one (1) day of advance notice to the LAVS PROVIDER. For this "On Call" service/s, the minimum service fee shall be four (4) hours with a rate of Eight Thousand Pesos (PHP 8,000.00). In excess of the minimum 4 hours of service, additional fee is rated at Two Thousand Pesos (PHP 2,000.00) per hour.
 11. All service fees specified herein are hereby agreed to be inclusive of VAT and subject to withholding tax as required by law.

12. The PROCURING ENTITY shall pay for the toll fees and ferry fares of armored vehicle during official travel.
13. The PROCURING ENTITY warrants the grant of hazard allowance per driver and escort guard equivalent to Five Thousand Pesos (PHP 5,000.00) for every calendar year or pro-rated amount depending on the commencement and termination of the contract agreement. The release of the hazard allowance to respective premise guards shall be in line with one of the following options:
- a. Option 1 - The LAVS PROVIDER shall release the hazard allowance to the guards on a monthly basis (either every 1st or 2nd payroll) together with their salaries and benefits. Said allowance shall be reflected to their respective pay slips. Computation shall be PHP 5,000 divided by twelve (12) months = PHP 416.67
 - b. Option 2 – The LAVS PROVIDER, with the concurrence of the concerned guards, shall take hold of their monthly hazard allowance and release it not earlier than 15th of November and not later than the 20th of December. If in case of the guard's separation, retirement or resignation, the payment of hazard allowance shall be based on the actual number of months rendered for the covered calendar year of the contract agreement.
14. The armored vehicle shall render regular service for eight (8) hours a day & five (5) days a week, except holidays.
- a. For the armored vehicles deployed at Malate (Manila), and Baclaran (Paranaque) Cash Centers, two (2) units for each said Cash Centers shall render service for eight (8) hours a day, six (6) days a week regularly, except holidays.
 - b. Services beyond regular hours may also be required and shall be paid based on the excess usage rate.
15. Security passes from clients shall be for the account of the LAVS PROVIDER.

G. Penalty

1. The LAVS PROVIDER shall comply with the PROCURING ENTITY's Environmental Management System (EMS) policy. Smoke belching and with oil leaks vehicles shall not be allowed entry to the PROCURING ENTITY's premises and shall immediately be replaced by the LAVS PROVIDER. However, if the use of the smoke belching and with oil leaks armored vehicle becomes inevitable due to operational requirements and security concerns, a penalty of 100% of the hourly excess usage rate for every hour of non-compliance, reckoned from the time of arrival in the PROCURING ENTITY premises, shall be collected. A fraction of an hour of non-compliance shall be considered as one hour.
2. The LAVS PROVIDER shall comply with R.A. 11058 - Occupational Safety and Health Standards by deploying Armored Vehicles that provides protection against occupational safety and health hazards, including but not limited to the following:
 - Exhaust gases and smoke infiltrating the vehicle

- Corroded components or sharp edges that could cause injuries
 - Slippery surfaces on floors or steps
 - Inadequate airflow (unserviceable air-condition/exhaust) can lead to a buildup of harmful gases and reduced oxygen levels
 - Faulty wiring or exposed electrical components could pose a risk of electric shock or fire
3. The armored vehicle and crew shall arrive at the designated Branch/Unit on time which depends on the service requirements of the PROCURING ENTITY. Otherwise, a penalty based on the excess usage rate shall be deducted from the payment of the monthly contract price.
 4. Penalty in case of delayed response shall be 150% of the hourly excess usage rate for every hour of delay. A fraction of an hour delay less than 30 minutes shall be considered as one-half hour while a fraction of an hour delay more than 30 minutes shall be considered as one hour.
 5. The LAVS PROVIDER expressly agrees to pay to the PROCURING ENTITY a fine in the amount of PHP 1,000.00 per day for every firearm issued to Escort Guard/s found not in accordance with the agreed specifications and description or for every Escort Guard found with defective or without firearm, or for every escort guard found without magazines for ammo, and/or PHP 200.00 per day for every bullet found less than the number provided for above and for every lacking accessory required. The charges shall commence on the day that the lacking ammunition/defective firearm is discovered by the PROCURING ENTITY and shall end only after the lack/defect is rectified, and duly acknowledged by the PROCURING ENTITY. The penalties shall be collected by the Field Unit where the guard is assigned against the billing of the LAVS PROVIDER for the succeeding month after the **acknowledgment by the PROCURING ENTITY that the defect/s has been rectified.**
 6. There shall be no employer-employee relationship between the PROCURING ENTITY and the escort guards whom the LAVS PROVIDER may assign to perform the services subject of the Agreement. The LAVS PROVIDER hereby acknowledges that no authority has been conferred upon it by the PROCURING ENTITY to hire any person on behalf of the PROCURING ENTITY and that the personnel assigned by the LAVS PROVIDER as complement of the armored vehicles are not employees of the PROCURING ENTITY and not in any way or manner connected with or related to the PROCURING ENTITY. It is expressly understood and agreed that the personnel assigned by the LAVS PROVIDER as complement of the armored vehicles are and shall remain the employees of the LAVS PROVIDER. Accordingly, control and supervision over these personnel shall be exercised by the LAVS PROVIDER, although the PROCURING ENTITY shall have the right to report and protest to the LAVS PROVIDER, through the latter's designated supervisor, any untoward act, negligence, misconduct, malfeasance of any of its personnel. However, the LAVS PROVIDER alone shall have the right to impose any disciplinary action over the erring personnel.
 7. The LAVS PROVIDER shall be solely, exclusively, directly and immediately responsible and liable for any death, injury, damage or loss caused to any person or property in case of accident or mishap or negligence or willful act involving the LAVS PROVIDER's crew or vehicle and shall hold the PROCURING ENTITY free and harmless from any and all such claims or liabilities.

8. The responsibility and liability of the LAVS PROVIDER on the "Cargo" shall commence once the "Cargo" for a particular trip is already being taken out of the PROCURING ENTITY premises and shall continue up to loading in the armored car, while in transit and until the "Cargo" has been unloaded and received by the PROCURING ENTITY's representative/s, or by the representative of the entity, to whom the "Cargo" is intended to be delivered.
9. In case of loss of the "Cargo" or any portion thereof due to robbery or hold-up and without participation of the LAVS PROVIDER's employees, the PROCURING ENTITY's Bankers Blanket Bond (BBB) will be used to recover the loss. The LAVS PROVIDER should cover the PROCURING ENTITY's deductibility from the said BBB, up to PHP 20 Million subject to renegotiation when warranted.
10. The LAVS PROVIDER shall have the following options for the deductibility:
 - a. Include this as rider in the surety bond and increase coverage to PHP 20 Million;
 - b. Secure another surety bond to cover this requirement; and,
 - c. Post equivalent interest-bearing cash bond with LBP.
11. However, should any robbery or hold-up be committed or participated in by any employee of the LAVS PROVIDER, the LAVS PROVIDER shall be fully liable to the PROCURING ENTITY and its client, if applicable, for the loss.
12. The LAVS PROVIDER shall also be exclusively and directly responsible to the PROCURING ENTITY and its officers, employees, visitors and agents and clients the properties of all said persons, where such damages have been caused by, or are attributed to any criminal act, misconduct, malfeasance or negligence on the part of the LAVS PROVIDER or any of its personnel assigned to the PROCURING ENTITY. It is understood that the LAVS PROVIDER is liable regardless of whether or not third parties are in connivance or collusion with the security guard assigned by the LAVS PROVIDER, it being understood that the LAVS PROVIDER shall not be liable by reason of a *force majeure* or fortuitous event.
13. In any event, the LAVS PROVIDER shall make available, the Escort Guard/s concerned as possible witness/es to a case or investigation undertaken by the PROCURING ENTITY. In case of failure of the LAVS PROVIDER to present the Escort Guard/s as witness/es on a scheduled hearing, the PROCURING ENTITY shall have recourse against the LAVS PROVIDER's Performance Security and receivables of the whole amount involved on a particular case subject of the investigation.
14. As security for the prompt payment by the LAVS PROVIDER, the LAVS PROVIDER's fidelity insurance in the form of Surety Bond with coverage of not less than TWENTY MILLION PESOS (PHP 20,000,000.00) will cover for any loss or damage suffered by LBP due to or arising from the dishonesty or infidelity or criminal act of any employee of the LAVS PROVIDER. The LAVS PROVIDER shall secure a Surety Bond from a reputable insurance company or through COCOGEN or LBP Insurance Brokerage, Inc. (LIBI) to be assigned to the PROCURING ENTITY. After the LAVS PROVIDER

has claimed from the Surety Bond, it shall reinsure itself by paying the corresponding premium to restore the amount of the Surety Bond coverage to the minimum required amount. Claims against the guarantee shall not constitute as a limitation of the liability of the LAVS PROVIDER to the PROCURING ENTITY as the LAVS PROVIDER shall fully pay the PROCURING ENTITY all its losses or damages caused by the dishonesty or infidelity or criminal act of any employee of the LAVS PROVIDER. The LAVS PROVIDER shall avail of the options for the deductibility as stated in Paragraph G.10 of this Agreement.

15. The LAVS PROVIDER shall secure annual Comprehensive Insurance of the armored vehicle plus FIFTY THOUSAND PESOS (PHP 50,000.00) accident insurance for each crew which shall be for the account of the LAVS PROVIDER including liabilities for vehicular accidents that may happen while in operation. It shall also secure Third-Party Liability (TPL), Voluntary Third-Party Liability (VTPL), own and other damage to property insurance. The LAVS PROVIDER shall also be held liable for the hospitalization due to injuries suffered by authorized PROCURING ENTITY personnel and escort guards.

16. All insurance coverage and Bond to be provided by the LAVS PROVIDER pursuant to the Agreement shall commence upon the effectivity of the Agreement and will remain valid and enforceable throughout its duration. The LAVS PROVIDER shall undertake to renew or cause the renewal of the Insurance coverage and the Bond as often as necessary and all documents/evidences of the renewals shall be submitted to the PROCURING ENTITY at least thirty (30) days prior to the expiration thereof. The LAVS PROVIDER shall undertake to provide the required Insurance coverage and Bond which will allow the PROCURING ENTITY to claim thereunder.

17. The LAVS PROVIDER expressly agrees to pay the PROCURING ENTITY a fine in the amount as specified below, for every armored vehicle breakdown (mechanical or electrical or air-con malfunction) during the term of the contract:

1 st Offense	PHP 2,000.00
2 nd Offense	PHP 4,000.00
3 rd Offense	PHP 6,000.00
4 th Offense and above	PHP 8,000.00

- a. In case of vehicle total breakdown and the LAVS PROVIDER failed to provide a back-up armored car unit for the day, a corresponding penalty shall be imposed to the LAVS PROVIDER for the PROCURING ENTITY's (Branch / Cash Center / Cash Operations Unit [COU & Sub-COU]) loss of business opportunity caused by the delay or cancellation of the cash transfer operations (reasonable amount of penalty shall be computed and determined by the concerned Branch/Cash Center or COU).

H. Termination/Pre-termination of Contract

1. Pre-Termination/Termination of Contract shall be governed by the guidelines on Termination of Contracts per "Annex I" of the 2016 Revised Implementing Rules and Regulations of RA 9184.
2. In addition to the grounds under the said Guidelines for Contract Termination the following are also grounds for pre-termination/termination by the PROCURING ENTITY with a 30-day written notice to the LAVS PROVIDER:
 - a. Failure by the service provider to perform its obligation thereon;
 - b. Unsatisfactory Performance by the service provider within the contract duration resulting from the Performance Evaluation Report accomplished by the respective end-users and LBP-Security Department.
 - c. Occurrence of accumulated vehicle breakdowns (electrical and mechanical) and/or air conditioning system malfunctions of more than ten percent (10%) of the total number of contracted armored vehicles computed per month during the term of the contract based on reports submitted by LBP Branches to the Security Department; and
 - d. In case of involvement of any employee of the LAVS PROVIDER in robbery/hold-up of the serviced Branch.
3. The LAVS PROVIDER shall provide the armored vehicle and escort services requirements of the PROCURING ENTITY continuously during the term of the Agreement, in accordance with the recognized standards of the PROCURING ENTITY. Failure of the LAVS PROVIDER to comply with such standards as well as a breach by the LAVS PROVIDER of any of the terms of this Agreement shall be grounds for the PROCURING ENTITY to terminate the Agreement upon a five (5) day written notice to the LAVS PROVIDER. Corollary thereto, the LAVS PROVIDER shall warrant that the PROCURING ENTITY shall be rendered free from any concerted activity during the term of the Agreement as it is the essence of the Agreement that the performance of the services contracted for shall not be disturbed. In the event of a strike called by the security personnel of the LAVS PROVIDER, it shall be the principal and primary responsibility of the LAVS PROVIDER to provide the PROCURING ENTITY with adequate security force and armored vehicle from other sources and/or subsidiaries of the LAVS PROVIDER and appropriately cleared with the PROCURING ENTITY.
4. In case of violation of any provisions above, the PROCURING ENTITY may initiate the blacklisting process in accordance with all the provisions of RA 9184 and its Revised IRR.

I. Performance Evaluation

1. The performance of the LAVS PROVIDER shall be evaluated on an annual basis or as often as necessary using the parameters set forth in the Performance Assessment Report (Exhibit 1).

2. An adjectival rating of "Needs Improvement" or "Poor" shall be a ground for pre-termination of the contract, subject to a 30-calendar day notice.

J. Other Terms and Condition

1. The driver/escort guards shall at all times protect and safeguard the PROCURING ENTITY's personnel, assets, cash and valuables (the "CARGO") that will be or are being loaded to, transported in or unloaded from the armored vehicles.
2. In case of absence of armored vehicle crew member/s, the LAVS PROVIDER shall provide immediate replacement of equally qualified crew member/s based on the operational need/s of the PROCURING ENTITY.
3. The LAVS PROVIDER shall have at least two (2) units reserve armored vehicle per region to immediately address urgent operational requirements of the PROCURING ENTITY.
4. The PROCURING ENTITY may, at its own discretion, and for whatever reason/s, demand the replacement of any crew member/s posted at the PROCURING ENTITY's leased armored vehicle/s, in which case, the LAVS PROVIDER shall, upon notice by the PROCURING ENTITY, cause replacement within 24 hours of the crew member/s concerned.
5. Each crew member of the deployed leased armored vehicle shall be entitled to a one (1) hour meal break that should be flexible /adaptable to the PROCURING ENTITY's day-to-day transactions.
6. The LAVS PROVIDER, through its designated representative or supervisor, shall coordinate with the PROCURING ENTITY's Security Department to ensure effective coordination and implementation of all security measures adopted by the PROCURING ENTITY. Representatives of the Security Department and the LAVS PROVIDER shall have regular monthly meetings (or as the need arises) to discuss problems and recommendations to further improve the armored vehicle services. The monthly meeting shall be held every last Thursday of the month (or as the need arises) and at a time that shall be agreed upon by both parties. Both the PROCURING ENTITY and the LAVS PROVIDER shall establish and maintain effective liaising with the nearest police station/sub-station or precinct to ensure positive police response at all times.
7. The PROCURING ENTITY, in coordination with the LAVS PROVIDER's designated representative or supervisor, shall determine the day-to-day trips or itineraries to be undertaken by the armored vehicles and their personnel complement.
8. The LAVS PROVIDER, subject to the approval of the PROCURING ENTITY, shall implement reshuffling/rotation of crew to areas of the same wage rate at least once a year.
9. The LAVS PROVIDER shall undertake to check and ensure servicing of all armored vehicles assigned to the PROCURING ENTITY every weekend to their accredited or partner automotive repair shop.

10. Moreover, the LAVS PROVIDER shall warrant and undertake that:

- a. It is an independent LAVS PROVIDER and as such, it has its own substantial capital, tools, equipment and facilities and shall secure all the licenses to carry out its obligations under the Agreement and it shall maintain its status as an independent service contractor. The LAVS PROVIDER shall, from time to time and/or upon request by the PROCURING ENTITY, furnish the latter with all the necessary documents and proofs evidencing the continuance of its status as an independent service contractor.
- b. The LAVS PROVIDER, as employer of the crew assigned to the PROCURING ENTITY, is solely and exclusively liable to pay for their salaries and wages and all other benefits mandated under existing labor laws, rules and regulations including but not limited to payment of Social Security System (SSS), Philippine Health Insurance Corporation (Philhealth), Pag-ibig, Employees Compensation Premium, 13th month pay, vacation leave, service incentive leave and the like. The LAVS PROVIDER shall undertake and represent that the escort guards/personnel shall be paid not lower than the minimum wage and other benefits under the Labor Code and other pertinent laws. The LAVS PROVIDER shall comply with Social Security, Employees Compensation, Philhealth and Home Development Mutual Fund laws on employees' coverage or membership, as well as the laws on the granting of retirement benefits.
- c. Remittances for SSS, Philhealth and Pag-Ibig shall be coursed through any LANDBANK Branch. The LAVS PROVIDER shall warrant that it shall furnish each of their crew assigned at the PROCURING ENTITY pay slips of their monthly earnings and deductions; and,
- d. The LAVS PROVIDER shall hold the PROCURING ENTITY free and harmless and shall indemnify the PROCURING ENTITY for any liability, cause of action or claims which may be filed by any of the LAVS PROVIDER's crew arising from non-payment or underpayment of their wages, salaries, benefits or any violation of the Labor Code and other applicable laws which are now in effect or which may hereafter be enacted.

11. The armored vehicles shall be used exclusively by the PROCURING ENTITY for carrying PROCURING ENTITY's assets, cash and other valuables. Hence, the following uses of the armored vehicles are hereby strictly prohibited:

- a. To carry passenger or property for a consideration;
- b. To propel stalled vehicles or tow disabled vehicles;
- c. To join in any motor sports events or racing;
- d. To carry or ferry contraband goods; and,
- e. To use in the commission of any offense punishable under the laws.

12. In time of National, Local and Barangay Election, the LAVS PROVIDER shall secure a Gun Ban Exemption issued by the Commission on Election (COMELEC).

K. Non-Disclosure Agreement (NDA)

The LAVS PROVIDER shall guarantee that the information by the PROCURING ENTITY in relations to the performance of its function shall be handled with utmost confidentiality. This should be supported by separate duly notarized Non-Disclosure Agreement (Exhibit 2) mutually agreed upon by both parties and to be submitted within seven (7) calendar days upon receipt of Notice to Proceed (NTP) and Advice from LANDBANK Security Department.

L. Contact Person

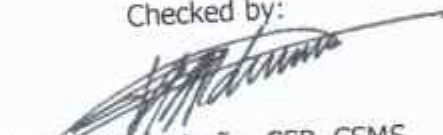
Name	Email Address	Contact Number
1. Aston A. Labininay	aalabininay@landbank.com	09178903434
2. Ernesto C. Lagasca	eclagasca@landbank.com	09171634118
3. Jeremy J. Pedreña	jjpedrena@landbank.com	09156997995

Prepared by:



Aston A. Labininay
Administrative Specialist III

Checked by:



Jeremy J. Pedreña, CSP, CSMS
Unit Head, ATU-SD

Noted by:



VP Romulo E. Sapitula, CSP, CSI
Head, Security Department

CCTV SYSTEM SPECIFICATION FOR ARMORED VEHICLES

Minimum Technical Specification

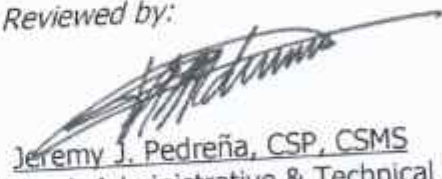
ITEM	SPECIFICATION
Digital Video Record (DVR)	Four (4) – Channel
	12/24 Volts Operation
	8 TB HDD Storage
CCTV Camera	HD 1080p
	With audio
Monitor	14" inches
	Light-Emitting Diode (LED)
	Speakers

Prepared by:



Aston A. Labininay
Administrative Specialist III

Reviewed by:



Jeremy J. Pedreña, CSP, CSMS
Head, Administrative & Technical Unit

Noted by:



VP Romulo E. Sapitula, CSP, CSI
Head, Security Department &
Bank Chief Security Officer

Duties and Responsibilities re: Use & Maintenance of CCTV Cameras, Retention & Safekeeping of Footages – Leased Armored Vehicles

<i>Leased Armored Vehicle Service Providers (LAVS)</i>	<i>Cash Operations Units/ Branches/ Cash Centers</i>	<i>LBP - Security Department</i>
<ul style="list-style-type: none"> • Ensure that the installed CCTV cameras at the Armored Vehicles are operational before cash transfer operations. If there are non-operational cameras, report shall be submitted to concerned branch and LBP-SD. Repair /replacement shall be done within three (3) banking days. 	<ul style="list-style-type: none"> • Check if CCTV cameras installed at the armored vehicles are operational before and during cash transfer operations. Report to LBP-SD any related incident, malfunction, or unusual occurrences for information and reference of action. 	<ul style="list-style-type: none"> • Monitor the compliance of LAVS provider with the installation of CCTV cameras through the reports of end-users or during the conduct of security survey inspection. Coordinate with the service provider and require them that defective /unserviceable CCTV equipment shall be immediately repaired or replaced within the prescribed period of three (3) banking days.
<ul style="list-style-type: none"> • Ensure that CCTV cameras' positions are focused at the intended areas [<i>cash safe inside armored vehicle, dashboard, front of the vehicle, and rear of the vehicle</i>]. 	<ul style="list-style-type: none"> • Check /verify that the CCTV cameras are positioned and focused at the place intended to be monitored. 	
<ul style="list-style-type: none"> • Ensure that the recorded CCTV footages are available for the investigation, and compliant with the 5-day weekly requirement of the Term of Reference (TOR). Backing up of footages before the equipment reached its full storage capacity is highly required to avoid the older files being overwritten. 	<ul style="list-style-type: none"> • Handling, storage (in accordance with the Bank's existing guidelines and policies), and checking the completeness of the submitted CCTV footages from the service provider. 	<ul style="list-style-type: none"> • Continuous monitoring of the LAVS providers' compliance with the requirements of the TOR as well as verification of the cameras' operational status and availability of its back-up files during the conduct of Security Survey Inspection or surprise /random visit.
<ul style="list-style-type: none"> • Provide on a monthly basis the concerned branch/COU/Cash Center the above-mentioned copy of video footages [<i>preferably every 1st Monday /banking day of the succeeding month</i>]. 		
<ul style="list-style-type: none"> • Ensures that the confidentiality of recorded video footages shall be handled in accordance with the guidelines, policies, and procedures set by the National Privacy Commission (NPC) and all other concerned government regulatory bodies. 		

PERFORMANCE ASSESSMENT REPORT

Name of Service Provider	Contract Period
Service Provided	Assessment Period

Notes:

- Under the **REMARKS** column, indicate results, observations and/or justifications as applicable.
- General or additional remarks may be indicated in the **REMARKS** section at the last page, as deemed necessary, to state any issues, exceptions or recommendations.
- An adjectival rating of "Needs Improvement" and "Poor" shall warrant further assessment by the Implementing Unit noted by the Group Head concerned. This shall be clearly stated under the **REMARKS** section with corresponding recommendation subject to escalation to the Management Committee.

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
1. Conformity to Technical Requirements (25%)					
15%	Technical/ Product Support a. Actions/ response on any request	Able to meet expectations and provides thorough assessment and evaluation of request 4 - 80% and above of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation 3 - 60% to 79% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation 2 - 40% to 59% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation 1 - Below 40% of the total requests were responded, able to meet expectations and provided with thorough assessment and evaluation; negative publicity was encountered by the Bank due to service delivery failure			
10%	Provision of service reports (documentation)	Able to provide thorough service report/s and recommendations, when necessary, upon completion of actions/resolutions 4 - 80% and above of the time, was able to provide thorough service report/s and recommendations 3 - 60% to 79% of the time, was able to provide thorough service report/s and recommendations 2 - 40% to 59% of the time, was able to provide thorough service report/s and recommendations 1 - Below 40% of the time, was able to provide thorough service report/s and recommendations			
2. Timeliness in the Delivery of Services (25%)					
25%	Response Time in the delivery of service	Able to comply with the response time as stipulated in the contract/service agreement 4 - 80% and above of the total requests reported during the assessment period were responded within the agreed timeline 3 - 60% to 79% of the total requests reported during the assessment period were responded within the agreed timeline 2 - 40% to 59% of the total requests reported during the assessment period were responded within the agreed timeline 1 - Below 40% of the total requests reported during the assessment period were responded within the agreed timeline; negative publicity was encountered by the Bank due to service delivery failure			
3. Behaviour of Personnel (Courteous, Professional and Knowledgeable) (10%)					
10%	Trained and Qualified Staff	Able to provide sufficient knowledgeable and skilled staff required in the maintenance of the assigned activity/service (Availability may be in various means such as email, on-site support, phone or video call, etc.) 4 - Provided sufficient highly skilled and knowledgeable staff support, Staff always available when called.			

WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS										
		3 – Provided sufficient highly skilled and knowledgeable staff support. Staff available on a scheduled basis 2 – Provided sufficient highly skilled and knowledgeable staff support. Staff not readily available 1 – Lacks knowledgeable and skilled staff support. Staff cannot address the requests/inquiries/issues raised													
4. Response to Complaints (10%)															
10%	Problem Resolution/Issue Management	Able to address problems or resolve any errors by providing assessment, work-around recommendation or permanent fixes and adequate information 4 – 80% and above of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred 3 – 60% to 79% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred 2 – 40% to 59% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred 1 – Below 40% of the total problems reported were provided with assessment, work-around recommendation or permanent fixes and adequate information where the problem no longer recurred; negative publicity was encountered by the Bank due to service delivery failure													
5. Compliance with set office policies for such service (10%)															
10%	Compliance to Audit Requirement	Allowed access of the Bank's internal and external auditors and BSP auditors to information regarding the outsourced activities/services and comply with the following requirements:													
	Data Segregation	Observed segregation of data of the Bank from that of service provider and its other clients 4 – Observe data segregation for controls, and for easily accessible/fast data recovery 1 – Does not comply with data segregation													
6. Financial Capacity (10%)															
10%	Financial Condition	Able to pass at least three (3) of the minimum criteria based on the latest (not more than 2 years) Audited Financial Statements: <table border="1" data-bbox="454 1456 973 1758"> <thead> <tr> <th>INDICATOR</th> <th>MINIMUM CRITERIA</th> </tr> </thead> <tbody> <tr> <td>• Profitability (Net Income)</td> <td>Must be positive</td> </tr> <tr> <td>• Current Ratio (Current Assets over Current Liabilities)</td> <td>1:1</td> </tr> <tr> <td>• Debt/Equity Ratio (Liabilities over Equity)</td> <td>80:20</td> </tr> <tr> <td>• Networth (Total Assets less Total Liabilities)</td> <td>Must be positive</td> </tr> </tbody> </table> 4 – All minimum criteria were met 3 – Three (3) of the minimum criteria were met 2 – 1 to 2 of the minimum criteria were met 1 – All minimum criteria were not met	INDICATOR	MINIMUM CRITERIA	• Profitability (Net Income)	Must be positive	• Current Ratio (Current Assets over Current Liabilities)	1:1	• Debt/Equity Ratio (Liabilities over Equity)	80:20	• Networth (Total Assets less Total Liabilities)	Must be positive			
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WEIGHT	EVALUATION CRITERIA	PERFORMANCE STANDARDS	RATING	WEIGHTED RATING	REMARKS
7. Confidentiality Agreement (5%)					
5%	Compliance to the Confidentiality Agreement	Able to comply with the confidentiality agreement with the Bank and always observe proper handling of confidential information 4 - Comply with the confidentiality agreement and always observe proper handling/transmission of confidential information (e.g. encryption of data transmitted and ensure that information is disclosed only to authorized persons) 3 - Comply with the confidentiality agreement but sometimes failed to observe proper handling/transmission of confidential information 2 - Caused potential breach of confidential information 1 - Caused breach of confidential information			
8. Contingency Plan (5%)					
3%	Business Continuity Plan (BCP)	Able to provide a document/report/ certification on the availability of contingency measures/BCP for continued delivery of service to the Bank in case of adverse events (to be validated during audit) 4 - Provided a document/report/ certification on the availability of contingency measures/BCP in case of adverse events 1 - Does not provide document/ report/ certification on the availability of contingency measures/BCP			
2%	BCP/Contingency Measures/Disaster Recovery	Allowed access to disaster recovery/ business continuity contingency plans and procedures 4 - Has a BCP to provide contingency measures specific to the Bank 3 - Has a BCP to provide contingency measures in general, to its clients 2 - Has a BCP to provide contingency measures but on a limited basis only 1 - Has no BCP to provide contingency measures to its clients			
TOTAL RATING					
AVERAGE RATING					
ADJECTIVAL RATING					
3.4 - 4.0	Excellent	Exceeds expectations/deliverables			
2.3 - 3.3	Good	Meets deliverable			
1.7 - 2.2	Needs Improvement	Tighter Controls, Management intervention required			
1.0 - 1.6	Poor	Discontinue			

REMARKS: [e.g., Rating result warranting further assessment and corresponding recommendation; Recommendation for amendment/renewal of the outsourcing agreement to bring them in line with current market standards and to cope with changes in their business strategies; Statement of TPSP material problem; Reporting of issues/incidents/non-compliance that may adversely impact the delivery of product/service]

Prepared by:

Reviewed by:

Noted by:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into this _____ at _____, by and between:

_____, a _____, with principal address at _____, represented by its _____, hereinafter referred to as "_____".

- and -

LAND BANK OF THE PHILIPPINES, a government financial institution created and existing under and by virtue of the provisions of R.A. 3844, as amended, with principal office at Landbank Plaza at 1598, M.H. Del Pilar cor. Quintos Streets, Malate, Manila, represented by its _____, hereinafter referred to as "LANDBANK".

The parties' representatives are duly authorized for this purpose as evidenced by _____, attached hereto as Annex A, series.

WITNESSETH: THAT

WHEREAS, the Parties desire to execute this Agreement for (specific services) or to supplement the contract executed by and between _____, on _____, for _____, attached hereto as Annex B. This Agreement is executed for the purposes set forth in Item 3 below.

WHEREAS, in the process, certain confidential information may be exchanged and disclosed between LANDBANK and _____.

NOW, THEREFORE, the parties hereto agree, as follows:

1. DEFINITION OF CONFIDENTIAL INFORMATION

All communications or data, in any form, whether tangible or intangible, which are disclosed or furnished by any director, officer, employee, agent, or consultant of any party hereto, including their affiliates and subsidiaries, (hereinafter referred to as "Disclosing Party") to the other party, including their affiliates and subsidiaries, (hereinafter referred to as "Receiving Party") and which are to be protected hereunder against unrestricted disclosure or competitive use by the Receiving Party shall be deemed to be "Confidential Information."

As used herein, the term "Confidential Information" shall mean all non-public, confidential or proprietary information disclosed hereunder, in any tangible or intangible form, such as but not limited to written, oral, visual, audio, those produced by electronic media, or through any other means, that is designated as confidential or that by its nature or circumstances surrounding its disclosure, should be reasonably considered as confidential.

Confidential information shall include, but not limited to products or planned products, processes and/or procedures, technological achievements and interests, customers and potential customers, business prospects, financial statements and information, financial situation and corporate plans, internal activities, future plans of both parties, and all technical, financial or business information, data, ideas, product strategies, business strategies, details of the employees of the Disclosing Party, software, intellectual property rights or processes proprietary to the Disclosing Party, or any other matter in which the Disclosing Party may have any interest whatsoever.

Each Disclosing Party hereby represents and warrants to the Receiving Party that it has lawful rights to provide the confidential information, either in writing, by delivery of items, by initiation of access to information, such as may be in a database, or by audio, oral or visual presentation.

Confidential information should be marked with a restrictive legend by the Disclosing Party. All information which is orally or visually disclosed will be identified as confidential at the time the disclosure is made and is subsequently described in a written document that is marked with a restrictive legend and delivered to the receiving party within thirty (30) days after the date of oral or visual disclosure. Documents will be considered confidential if they are marked with a restrictive legend or they are clearly recognizable as confidential information to a prudent person with no special knowledge of the Disclosing Party's industry.

2. EXCEPTIONS TO THE SCOPE OF CONFIDENTIAL INFORMATION

Confidential information does not include information which:

- 2.1 has been or becomes now or in the future published in the public domain without breach of this Agreement or breach of a similar agreement by a third party; or
- 2.2 prior to disclosure hereunder, is properly within the legitimate possession of the Receiving Party, which fact can be proven or verified by independent evidence; or

- 2.3 subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction on the third party's or the Receiving Party's right to disseminate the information and without notice of any restriction against its further disclosure; or
- 2.4 is independently developed by the Receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such information which can be verified by independent evidence; or
- 2.5 is disclosed with the written approval of the other party or after the applicable period of confidentiality.

3. SCOPE OF USE

Both parties agree that all or any portion of the confidential information exchanged during discussions, meetings and during the business relationship entered into shall not be used except in the manner set forth in this Agreement.

In accordance with R.A. 10173 (Data Privacy Act), Parties shall ensure that appropriate organizational, physical, and technical measures are in place to maintain the confidentiality, integrity and security of all personal data that may come to its knowledge or possession by reason of any provision of this Agreement and that its employees, agents, representatives, or any person acting under its authority shall hold personal information under strict confidentiality at all times.

The specific purposes for which the confidential information are to be utilized and the manner in which it may be used are as follows: _____ which is pursuant to the main agreement to which this Agreement is ancillary to.

(Indicate also if a separate DSA is executed or will be executed in connection with this NDA).

4. OBLIGATIONS OF THE RECEIVING PARTY

With respect to the confidential information provided under this Agreement, the Receiving Party, its principals, directors, officers, representatives, employees, existing and prospective clients, associates, agents, affiliates, consultants and entities under the same management as its own, working with the Receiving Party on this matter, shall:

- 4.1 hold the confidential information (regardless of whether it is specifically marked confidential or not) with confidentiality, protect it adequately and retain it in a secure place with access limited only to the Receiving Party's employees or agents who need to know such information for purposes of this Agreement;
- 4.2 restrict disclosure of the confidential information solely to those persons with a need to know and not disclose it to any other person;

- 4.3 advise those persons of, and ensure of their compliance with, their obligation with respect to the confidential information;
- 4.4 not use the confidential information for its own benefit, commercial or otherwise, or that of any other person, directly or indirectly, in any manner whatsoever; and
- 4.5 use the confidential information only strictly for the purposes set forth herein and no other purpose, except as may otherwise be specifically agreed upon in writing.

5. PROPERTY OF THE DISCLOSING PARTY

All confidential information, unless otherwise specified in writing, shall remain the sole and exclusive property of the Disclosing Party and shall be used by the Receiving Party only for the purpose intended, except as may be required by applicable laws or legal process.

If the Receiving Party required to disclose any confidential information in order to comply with any applicable law, or legally binding order of any court, government, administrative or judicial body, it will promptly inform the disclosing Party of the full details of the circumstances of the purpose use or disclose and of the relevant confidential information to be used or disclosed and will give the Disclosing Party reasonable opportunity to seek a protective order or take other appropriate action. The Receiving Party shall also cooperate in the Disclosing Party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be afforded the information. If in the absence of a protective order and the Receiving Party is compelled as a matter of law to disclose the information, based upon the written option of the Receiving Party's counsel addressed to the Disclosing Party, the Receiving Party may disclose to the party compelling the disclosure only the part of the confidential information as required by law to be disclosed. The Receiving Party shall advise and consult with the Disclosing Party and its counsel as to such disclosure and the Receiving Party shall use its best efforts to obtain confidential treatment thereof.

5. Safeguards for Confidentiality

Each Party shall establish reasonable and appropriate safeguards and security measures to ensure the confidentiality, integrity and security of any Confidential Information shared or disclosed by the other Party pursuant to this Agreement. It shall be responsible in preventing the unauthorized access and use of such Confidential Information in its custody. It is likewise prohibited from further sharing or disclosing such Confidential Information to any unauthorized party, including its affiliates, without the prior written consent of the other Party, as appropriate.

Each Party shall implement and maintain a security program which shall include security measures intended to protect the Confidential Information against

accidental or unlawful destruction, alteration, disclosure or unauthorized or unlawful processing.

Each Party shall regularly monitor its compliance with these security measures. In the event that there is a breach in its data security, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that a data breach has occurred.

Both Parties shall likewise use encryption method.

The foregoing obligations and undertakings of each Party shall continue and shall survive the termination of this Agreement for as long as such Party processes, uses or stores Confidential Information shared and disclosed by the other Party.

6. Reporting of Data Breach

Each Party shall regularly monitor its compliance with the security measures provided in this Agreement. In the event that there is a breach in its data security affecting Confidential Information, it shall notify the Data Protection Officer or any other appropriate officer of the other Party in writing, immediately after discovery of such data breach or upon reasonable belief that such data breach has occurred. The following must be included in such written notice if known at the time of notice: (1) General circumstances, nature of the data breach, and Confidential Information possibly involved; (2) Steps taken to reduce the harm or negative consequences of the data breach; (3) The representatives of the affected Party for the purpose of addressing the data breach and their contact details.

The notice contemplated above shall be delivered by the affected Party to the other Party immediately and in no event later than twenty (24) hours after the occurrence of such data breach and shall not be delayed for investigation purposes. Each Party shall cooperate fully with the other in investigating and responding to each successful data breach affecting Confidential Information.

Either Party may terminate this Agreement if the other Party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and said Party fails to immediately remedy the same within 30 days from receipt of a written notice from the other Party reasonably detailing the breach.

7. RETURN OF CONFIDENTIAL INFORMATION

All confidential information, including but not limited to copies, summaries, excerpts, extracts or other reproduction thereof, shall be returned to the Disclosing Party or destroyed after the Receiving Party's need for it has expired or upon request of the Disclosing Party, and certify that the same have been destroyed.

Further, in any event at any time a Receiving Party ceases to have an active interest in the Project, the Receiving Party shall immediately return to the Disclosing Party all copies of confidential information in its possession without retaining any copies or

excerpts thereof. That portion of confidential information shall be destroyed immediately upon the Disclosing Party's request and any verbal confidential information shall continue to be subject to the terms and conditions of this Agreement.

8. REPRESENTATION OR WARRANTY

The Disclosing Party makes no representation or warranty as to the accuracy or completeness of the confidential information and the Disclosing Party and its employees and agents shall have no liability to the Receiving Party for any loss or damage resulting from any use of or reliance on any of the confidential information, except as otherwise provided in a formal written agreement executed between the parties.

However, this disclaimer shall, in and of itself, not apply to or limit any specific warranties that the Disclosing Party may expressly give in other agreements between the Disclosing Party and the Receiving Party. The Receiving Party agrees that it will form its own conclusions as to the reliability of any confidential information and as to any conclusion to be drawn therefrom, and will not charge the Disclosing Party with liability for any damage resulting from mistakes, inaccuracies or misinformation contained therein. The Receiving Party understands and acknowledges that the Disclosing Party does not undertake any obligation to provide any party with access to any specific or additional information.

9. MISCELLANEOUS

No waiver or modification of this Agreement or any of its terms shall be valid or enforceable unless it has been reduced to writing and signed by both parties.

If any provision of this Agreement is illegal, inconsistent or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

Each party expressly understands that the confidential information is of commercially valuable and highly sensitive nature. In the event that the Disclosing Party discovers that the Receiving Party has made or makes or intends to make or causes to be made any unauthorized disclosure of the confidential information, the Disclosing Party shall be entitled to take out an injunction against the Receiving Party or any third party involved in such unauthorized disclosure, to restrain it from making any such disclosure. In addition to or in the alternative, as the case may be, the Disclosing Party shall be entitled to exercise any and all other legal and equitable remedies as are available in respect of the breach of this Agreement and to further protect the confidential information. Any dispute or claim arising from this Agreement shall be settled amicably between the parties whenever practicable. Should the parties be unable to do so, the parties hereby agree to settle such dispute/s in the proper courts of _____, to the exclusion of all other courts.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this ___ day of _____, 202__ in the City of Manila, Philippines

Land Bank of the Philippines

.....
President and CEO

Position/Designation

SIGNED IN THE PRESENCE OF:

.....(Name)
.....Position / Designation.....

Position/Designation

ACKNOWLEDGEMENT

Republic of the Philippines)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, this ___ day of _____ 20___, personally appeared the following:

NAME	GOVERNMENT ID	DATE	PLACE ISSUED
1. (LBP Representative)			
2. (Name of Recipient)			

known to me to be the parties who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed.

This instrument refers to the Non-Disclosure Agreement consisting of ___ () pages, including the page wherein this Acknowledgment is written, and signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS THEREOF, I have hereunto affixed my seal and signature on the date and place aforementioned.

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 20__